other insurance such as to avoid a policy. The contrary is held in *Pitney* v. *Glens Falls Ins. Co.*, 65 N. Y. 6; *Lewis* v. *Guardian Ins. Co.*, 87 N. Y. Supp. 525, 93 App. Div. 157, confirmed in 181 N. Y. 392; *New Orleans Ins. Ass'n.* v. *Holberg*, 64 Miss. 51, 8 So. 175. In none of these cases, however, was the amount of the renewal in excess of the insurance existing at the date of the policy.

JUDGMENTS—COLLATERAL ATTACK.—In an action to quiet title to certain lands a decree rendered on service by publication was pleaded in the answer as an adjudication of the said title in favor of the defendant. The affidavit on which such service was based failed to conform to the statutory requirements, the insufficiency of the affidavit affirmatively appearing on the record. *Held*, a decree entered on such service was void and subject to collateral attack.—*Gibson* v. *Wagner*, (Colo. 1913) 136 Pac. 93.

It is the general rule that there must be a strict compliance with statutes providing for servce by publication, since they are in derogation of the common law. *Pennoyer* v. *Neff*, 95 U. S. 714, 24 L. Ed. 565; *Tunis* v. *Withrow*, 10 Ia. 305, 77 Am. Dec. 117; *Week* v. *Rea*, 54 Wash. 424, 103 Pac. 462; *Gilmore* v. *Lampman*, 86 Minn. 493, 90 N. W. 1113, 91 Am. St. Rep. 376. Every fact must be shown in the affidavit which is necessary under the statute to give the right to an order for service by publication, otherwise the judgment is void. *Lumber Co.* v. *Johnson*, 196 Fed. 56; *Norris* v. *Kelsey*, 130 Pac. 1088 (Colo. 1913) See 11 MICH. L. REV. 607. But on collateral attack defects in the affidavit are generally held not to be jurisdictional, and the judgment will be upheld. *Cooper* v. *Reynolds*, 10 Wall, 308; *Matthew* v. *Densmore*, 109 U. S. 216; *Russel* v. *Work*, 35 N. J. L. 316; *Clay* v. *Bilby*, 72 Ark. 101, 78 S. W. 749; *Salisbury* v. *Cooper*, 69 N. Y. S. 258, 58 App. Div. 524; *Burnett* v. *McCluey*, 92 Mo. 230. See 10 MICH. L. REV. 240. But there is a respectable minority holding contra. *Greenvault* v. *Farmers & Mechanics' Bank*, 2 Doug. 498: *Empire Ranch & Cattle Co.* v. *Coldren*, 51 Colo. 115, 117 Pac. 1005. See *Johnson* v. *The North Star Lumber Co.*, 206 Fed. 604. Were it not for the fact that Colorado is committed to the minority view, this might be classed as one of those anomalous cases in which courts have permitted collateral attack to prevent an injustice, for here it appears the want of a proper affidavit had prevented the defendant therein receiving a copy of the summons or learning of the suit. Even in such cases and although the defect in the affidavit appears in the record, considerations of public interests, which are best subserved by a confidence in the stability of judgments, should conduce to the upholding of their validity as against collateral attack. Where opportunity is given by appeal or motion to vacate to set aside a judgment for defects—preliminary in the instant case—and no advantage is taken of the opportunity, the party aggrieved should be precluded from again contesting the validity of the judgment in a collateral proceeding.

MASTER AND SERVANT—CONSTRUCTION OF COMPENSATION ACT.—A claimant under the Workmen's Compensation Act, 1906, was employed as a boatswain on a steam fishing trawler and was remunerated by wages, maintainence, and poundage dependent on the profits of the fishing expedition. It was provid-